


EXHIBIT A



IN 2018, BAUDUCCO OPENED ITS FIRST INTERNATIONAL FACTORY IN MIAMI, USA, WHERE ONE OF ITS BRANCHES HAD ALREADY BEEN OPERATING SINCE 2005. THE BRAND'S INTERNATIONAL STRUCTURE MARKS ITS PRESENCE IN ALL CONTINENTS.

BAUDUCCO'S BRAND VALUES CONTINUE TO BE FELT IN THIS ENTREPRENEURIAL ESSENCE, WHICH ALWAYS FOCUSES ON QUALITY, TRADITION AND PASSION FOR RECIPES, GENERATION TO GENERATION AND AMONG ALL EMPLOYEES.




EXHIBIT B



flexibrace <flexibrace@gmail.com>

Notice: Policy Warning

notice@amazon.com <notice@amazon.com>
To: flexibrace@gmail.com

Mon, Nov 14, 2022 at 2:53 AM

Hello,

We removed some of your listings because we received a report from a rights owner that they may violate the rights owner's intellectual property. The rights owner communication about the alleged violation and the listings we removed are at the bottom of this message.

Why did this happen?

We received a report from a rights owner alleging that one or more of your listings may be violating the intellectual property rights of others. Listing content violating the intellectual property of others is against our policies.

We're here to help.

If you need help understanding how you may have violated the above intellectual property, please see the Amazon Intellectual Property policy (<https://sellercentral.amazon.com/gp/help/external/201361070>), or search for "Intellectual Property Policy" in Seller Central Help.

How do I reactivate my listing?

Please provide one of the following to reactivate your listing:

-- An invoice, a valid order ID, or letter of authorization from the manufacturer or rights owner demonstrating that your use of the intellectual property is lawful. External links are not accepted. For security reasons, we only accept attachments in the following file formats: .jpeg, .jpg, .png, .gif, .tiff.

How do I submit this information?

Go to Received Intellectual Property Complaints under the Product Policy Compliance section in account health (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_mpa) and locate the deactivation record for this product listing. Click on the Appeal button next to the listing deactivation record to submit information necessary to reactivate your listing.

Have your listings been removed in error?

If you think that the rights owner has made an error in sending the notice, please reach out to the rights owner and ask them to submit a retraction of this notice. We may only accept retractions that the rights owner submits to us directly. We do not accept forwarded or attached retractions.

These are the rights owner's contact details:

-- Kate

-- sellercompliance@bauduccofoods.com

For any other reason, please explain to us why you were warned in error so that we can investigate the case.

If you do not provide the information within 60 days, you will receive a request to remove the inventory associated with these listings per our removal policy (<https://sellercentral.amazon.com/gp/help/202000820>). Failure to address this request can lead to destruction of your inventory.

Rights owner communication: Dear Amazon Team,

I am a principal of BAUDUCCO FOODS INC and Brand Owner and we are writing to request remove this seller from this listing immediately.

We have purchased this product from this seller. We received a package not from the seller. This breaking Amazon terms of service by dropshipping our product from other sites (i.e. Walmart, ebay, Sam's Club).

Proof of Purchasing : Amazon Order 111-6719800-7863441
UPS Tracking - 1Z1791E80342382230

Seller Information

Name: Flexi Ventures

Our Trademark Information

Word Mark: BAUDUCCO

Serial Number: 90536817 / 77508050

Owner: PANDURATA ALIMENTOS L sellercompliance@bauduccofoods.com

ASIN: B00F6MI5R2

Violation type: Intellectual property (Product Packaging, Word Mark,)

Intellectual property number: 3637975

Complaint ID: 11257485691

You can view your account performance (https://sellercentral.amazon.com/performance/dashboard?ref=tag=email_warn) or select Account Health on the home screen of the Amazon Seller app on your iOS or Android device. The Account Health page shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

-- Download the iOS app: <https://itunes.apple.com/us/app/amazon-seller/id794141485>

-- Download the Android app: https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US

EXHIBIT C

SellerRatings.com **USA** **UK** **Germany** **France** **Italy** **Spain**
Japan **India** **eBay**

Flexi Ventures 22 Years On-line



16,591 reviews | 4.8 out of 5

Flexi Ventures 22 Years On-line is a Top Rated seller trusted by more than ten thousand Amazon.com customers in the US.

They sell Goya, Bubbaloo, All Purpose, Brex America Guarana Antarctica, Pilao and other brands products. They have hundreds of products in stock fulfilled from their own warehouse.

They are a Top 5000 Amazon.com seller, ranked 2,079th overall. However a month ago they were ranked 1,775th. Seller rank is based on the number of positive reviews received during the last 30 days.

Flexi Ventures 22 Years On-line business name, phone number, address and email might be available by [contacting Flexi Ventures 22 Years On-line](#) . For customer service, returns, refunds and other issues [contact Amazon.com](#).

EXHIBIT D



jaja jaga <jalmarusa@gmail.com>

Your Unauthorized Sale of Bauducco Products

Paul Overhauser <poverhauser@overhauser.com>
To: sellercompliance <sellercompliance@bauduccofoods.com>
Cc: jaga jaga <jalmarusa@gmail.com>, To Be Filed <tbf@overhauser.com>

Thu, Nov 3, 2022 at 10:40 AM

To: Baudoccofoods – Seller Compliance

This is Paul B. Overhauser, the attorney identified in the below email thread to you from Jalmar.

I write to emphasize that under US law, Jalmar's company has the absolute right to re-sell products first put into commerce with the authority of the trademark owner under the "first sale" doctrine.

Jalmar's company is confident that all Bauducco- branded products it has sold originated from Bauducco and are not counterfeit.

Of course, if you have evidence that any products sold by Jalmar's company are counterfeit, please send me that evidence so we can investigate.

And please direct further correspondence regarding this matter to me.

Thank you.



Paul Overhauser

Overhauser Law Offices, LLC

poverhauser@overhauser.com

18 E. Main St., Suite 202

Reviewed on    

Greenfield, IN 46140

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[Quoted text hidden]

EXHIBIT E



jaja jaja <jalmarusa@gmail.com>

Your Unauthorized Sale of Bauducco Products

sellercompliance <sellercompliance@bauduccofoods.com>

Thu, Nov 3, 2022 at 4:22 PM

To: Paul Overhauser <poverhauser@overhauser.com>

Cc: jaja jaja <jalmarusa@gmail.com>, To Be Filed <tbf@overhauser.com>

Sr. Paul,

Please note that we are in the process of removing all unauthorized sellers from online marketplaces such as [Amazon.com](https://www.amazon.com).

" purchased or otherwise obtained the products legally from an Authorized Dealer, the "first sale doctrine" does not protect you from liability for your trademark infringement. This is because the first sale doctrine does not apply "when an alleged infringer sells trademarked goods that are materially different than those sold by the trademark holder OR when the alleged infringer does not (or cannot) offer the quality controls that the trademark holder provides." (see Beltronics USA Inc. v. Midwest Inventory Distrib. Inc.).

The Products You Sell are Materially Different from Authentic Bauducco Products.

Because the products you sell bearing the Bauducco Trademarks, and without the consent of Bauducco do not come with the same services and benefits that accompany authentic Bauducco products sold by Authorized Dealers, they are materially different. See Beltronics USA , 562 F.3 at 1073 (affirming "that material difference may include the...services associated with Beltronics' radar detectors").

Flexi Ventures 21 Years On-line

DO NOT have the same guarantees and services provided by an Authorized Dealer and are therefore materially different.

You can view our policy at: <https://www.bauducco.com/en/resale-policy/>

Regards,



Seller Compliance Team

W: <https://www.bauducco.com/>

E: sellercompliance@bauduccofoods.com

De: Paul Overhauser <poverhauser@overhauser.com>

Enviado: quinta-feira, 3 de novembro de 2022 10:40

Para: sellercompliance <sellercompliance@bauduccofoods.com>

Cc: jaja jaja <jalmarusa@gmail.com>; To Be Filed <tbf@overhauser.com>

Assunto: RE: Your Unauthorized Sale of Bauducco Products

CUIDADO: Este e-mail foi originado fora da Organização. Não clique em links ou abra anexos, a menos que reconheça o remetente e saiba que o conteúdo é seguro.

[Quoted text hidden]

EXHIBIT F



November 9, 2022

VIA EMAIL & FIRST-CLASS MAIL;

Re: Second Letter Regarding Common Trademark Infringement of the following Bauducco Marks:

USPTO Registration No. 379000, 5072181, 4820553, 3637975, 90536817, 87508459, 87508435

To Whom It May Concern:

Pandurata Alimentos LTDA dba Bauducco ("Bauducco"), is the owner of the Bauducco trade names, trademarks, and domain names (the "Bauducco Marks"), which Bauducco has used extensively for many years in connection with its well-known specialty cake and food products (the "Bauducco Products"). We previously sent you a cease and desist letter regarding you or your company's unauthorized and unlawful use of Bauducco's trade names, trademarks, and domain names, including, without limitation, the above-referenced registered marks. The letter requested that you immediately cease and desist offering for sale Bauducco Products on Amazon.com. The letter also requested that you confirm in writing that you have ceased offering for sale Bauducco Products on Amazon.com.

We have seen no compliance in regards to our initial cease and desist letter. In addition, we have confirmed that you and/or your company are continuing to offer for sale Bauducco Products on Amazon.com without having executed an Authorized Reseller Agreement with Bauducco.

This letter is notice that unless you immediately cease and desist the activities outlined above and in our prior letter, our next action may be to file a lawsuit against you. If Bauducco files such a lawsuit against you, it may be entitled to seek: (1) preliminary and permanent injunctions; (2) actual monetary damages; (3) disgorgement of any profits you have realized through your use of the Marks; (4) reimbursement of attorney's fees required to prosecute a lawsuit against you; and (5) monetary damages for damage to Bauducco's goodwill in the market.

Only resellers or distributors expressly authorized by Bauducco (hereinafter, "Authorized Resellers") are permitted to sell Bauducco Products, and they are required to sell products only in certain channels and to abide by Bauducco's Resale Policy and/or other Bauducco policies (collectively, the "Policies"). It is only by limiting authorized sales to Authorized Resellers who are required to follow the Policies that Bauducco is able to ensure the satisfaction of consumers and to maintain the integrity and reputation of the Bauducco brands. Authorized Resellers are not permitted to sell Bauducco Products on the internet or any e-commerce format without the prior written consent of Bauducco.

To protect the Bauducco brands and prevent consumer confusion, Bauducco has secured a number of trademarks relating to its business (including, without limitation, the Bauducco Marks). Bauducco is the only entity permitted to use or license the Bauducco Marks in the United States. Your sales of these Products is illegal as the sales do not have any of the quality controls or any of the unique benefits that only Authorized Resellers can provide, and your repeated use and misappropriation of one or more Bauducco Marks constitutes trademark infringement pursuant to 15 U.S.C. § 1114, unfair competition, and false advertising pursuant to 15 U.S.C. § 1125(a), and a violation of numerous state laws. Your acquisition and resale of any products received from Bauducco's Authorized Resellers also constitutes tortious interference with Bauducco's contracts and/or business relationships. Any time you purchase products from an Authorized Reseller and then attempt to resell those products, you have induced a breach of the agreement between Bauducco and its Authorized Reseller and/or interfered with Bauducco's agreement and business relationship with its Authorized Reseller, for which you may be held liable for tortious interference with Bauducco's contracts and/or business relationships.¹

Your use of the Bauducco Marks is likely to cause – and we believe, has already caused – confusion and deception to consumers because it falsely suggests that (1) you are affiliated with or sponsored by Bauducco, (2) the products you sell

¹ See, e.g., *Australian Gold, Inc. v. Hatfield*, 436 F.3d 1228, 1235-38 (10th Cir. 2006) (affirming a \$500,000.00 damages award for tortious interference with a dealer agreement)

are delivered with all the same benefits, characteristics, and quality controls as Bauducco Products sold by Authorized Resellers in authorized channels, and (3) Bauducco approves of the products you sell.²

Because the products you sell are not distributed in accordance with the quality controls or with the benefits established by Bauducco, the products you sell are not genuine Bauducco Products and amounts to infringement of Bauducco marks.³ This violation of Bauducco's Marks is likely to dilute the distinctive quality of the Marks and Bauducco's reputation and goodwill in the marketplace. In addition, consumers who purchase products from you are likely to be confused by the lack of information and guidance concerning the use of such products, which damages the reputation of Bauducco and further infringes on the Bauducco Marks.

Even if you purchased or otherwise obtained the products legally from an Authorized Reseller, the "first sale doctrine" does not protect you from liability for your trademark infringement because your products are materially different and do not (or cannot) offer the quality controls that Bauducco provides. Authorized Resellers are subject to the Bauducco Resale Policy that imposes certain obligations, including quality control specifications and customer service requirements that impact Bauducco's consumer warranty policy. Because you are not an Authorized Reseller, Bauducco cannot ensure that you provide these services to your customers, making the products you sell materially different from genuine Bauducco Products. Your unauthorized sale of Bauducco Products without adhering to Bauducco's quality control standards harms both the Bauducco brands and consumers.⁴ It is also well-recognized that goods are not genuine, and are therefore infringing, if they fail to conform to the trademark holder's quality control standards. Authorized Resellers also are required to assist with recalls and other consumer safety information efforts. Courts have held that when purchasers of unauthorized products are limited in their ability to be informed of recall and safety information, they are not receiving the "full bundle of services and product features that typically accompany such a purchase" and have not received a genuine product.⁵

Please be advised that Bauducco will undertake all appropriate steps to protect the Bauducco Marks and its associated goodwill. You can avoid legal action by immediately ceasing and desisting from any and all infringing activity including offering for sale and selling Bauducco Products on Amazon.com or other unauthorized third-party online marketplaces. In addition, you are hereby put on notice that Bauducco is and will continue monitoring your activities for this purpose.

If Bauducco files a lawsuit, it will seek all available monetary damages (including, without limitation, disgorgement of profits, compensatory damages, attorneys' fees, and investigative and other costs as well as all injunctive relief to which it may be entitled). In connection with its lawsuit against you, Bauducco will investigate and obtain the identities of all individuals and entities involved in your sales. If you ignore this notice and any subsequent lawsuit, Bauducco may seek and execute a default judgment against you for all of the relief outlined above.

We thank you in advance for your prompt attention to this matter. Please email our team at sellercompliance@bauduccofoods.com by **December 14, 2021** to confirm your compliance with the demands set forth herein.

Sincerely,

Seller Compliance Team
Bauducco

² 15 U.S.C. § 1114; *Courtenay Commc'ns Corp. v. Hall*, 334 F.3d 210, 213 n.1 (2d Cir. 2003)

³ *Beltronics USA, Inc. v. Midwest Inventory Distrib., LLC*, 562 F.3d 1067, 1072 (10th Cir. 2009) (quoting *Davidoff & CIE, S.A. v. PLD Int'l Corp.*, 263 F.3d 1297, 1302 (11th Cir. 2001)); *Shell Oil Co. v. Commercial Petroleum, Inc.*, 928 F.2d 104, 107 (4th Cir. 1991)

⁴ *SKF United States, Inc. v. ITC*, 423 F.3d 1307, 1312 (Fed. Cir. 2005); *Zino Davidoff S.A. v. CVS Corp.*, 571 F.3d 238, 243 (2d Cir. 2009); *Produits Nestle, S.A. v. Casa Helvetia, Inc.*, 982 F.2d 633, 643 (1st Cir. 1992); *Abava (U.S.A), Inc. v. JW.G., Ltd.*, 250 F. Supp. 2d 366, 369 (S.D.N.Y. 2003)

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